

BUTLER COUNTY
MUTUAL FIRE AID AGREEMENT

Res. # 22-84

WHEREAS, certain political subdivisions and local government units within Butler County, Ohio desire to mutually obtain and provide fire protection and related support and/or desire to mutually obtain and provide additional fire protection and related support in times of emergency; and

WHEREAS, said political subdivisions and local governmental units wish to contract with each other to provide for mutual assistance and interchange and use of their fire equipment and personnel in times of emergency within the territories of the parties hereto; and

WHEREAS, Section 9.60 of the ORC specifically authorize political subdivisions and local governmental units to enter into mutual fire aid agreements;

NOW, THEREFORE, BE IT RESOLVED by and among the parties hereto that any number of political subdivisions and governmental units within Butler County, Ohio including fire districts, may become party to this Agreement by appropriate authorization and execution of a copy hereof by the respective legislative bodies of said political subdivisions and governmental units, and by depositing a copy with the Office of Civil Defense for Butler County, Courthouse Annex, 141 Court Street, Hamilton, Ohio. The Office of Civil Defense shall immediately send to each new party to this Agreement a list indicating the names of the political subdivisions and governmental units which have executed this Agreement, and shall send annually to each party a current list of parties to the Agreement. The Office of Civil Defense shall also provide annually the County Commissioners, County Sheriff and County Prosecutor with current lists of all parties to this Agreement. The parties hereto mutually agree as follows:

(1) Each party to this Agreement will respond with such fire fighting equipment and manpower as is requested by the officer on duty and in charge of the fire department of any other party to this Agreement but only to the extent that in the judgment of the officer on duty and in charge of the fire department receiving the request, such request would not be inconsistent with the proper protection of its own territory. In the event that the officer on duty and in charge of the fire department which receives the request determines that all the equipment and manpower as requested cannot be provided consistent with the proper protection of its own territory, said party shall provide as much equipment and manpower as it deems advisable under the circumstances.

(2) When the appropriate officer of any fire department calls for assistance, he shall state the specific equipment and manpower needed and shall give explicit directions as to the location where assistance is required.

(3) At any fire to which additional assistance is called pursuant to the terms of this Agreement, the ranking officer of the calling party present and in charge of the department of such party shall have full charge of and authority over any assisting equipment and personnel responding to such call.

(4) No charge shall be made to any party hereto for services rendered pursuant to the terms of this Agreement.

(5) In no case shall the party herein called upon or rendering such service be liable in damages to any other party hereto, or contractual obligees, for failure to answer any fire call or for lack of speed in answering such call or for any inadequacy of equipment, negligent operation of equipment or for any cause whatsoever growing out of use of such fire equipment and firemen and that the party which issued such call shall not be liable in any manner or even for damages or loss of equipment or personnel or personal injuries suffered by the party answering such call. Each party shall assume the cost of damage or loss of equipment or apparatus that it may incur while in the other party's municipality or territory or while responding to a call pursuant to the terms of this Agreement.

(6) Section 701.02 of the ORC, so far as they are applicable to the operation of fire departments, apply to the contracting political subdivisions and governmental units hereunder and their fire department members when such members are rendering service outside their own subdivision or unit pursuant to this Agreement.

(7) Fire department members acting outside the subdivision or unit in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting within the employing subdivision or unit, and are entitled to all rights and benefits of Chapter 4123 of the ORC, to the same extent as while performing service within the boundaries of the fire-fighting agency's jurisdiction.

(8) It is understood that some parties to this Agreement subcontract some or all fire protection to private fire companies and/or volunteer fire departments. Each such party hereby agrees that, prior to execution of this Agreement, said party will obtain a written agreement from each of such private fire companies and/or volunteer fire departments which serve said party binding them to comply fully with this Mutual Fire Aid Agreement when acting on behalf of all such subdivisions or governmental units. All provisions of this Agreement shall apply with full force and effect to private fire companies and/or volunteer fire departments acting on behalf of any party hereto.

(9) This Agreement reflects the most comprehensive countywide system of mutual fire aid presently permitted by Ohio law.

(10) This Agreement shall remain in effect indefinitely with respect to each party hereto. Any party may withdraw from the Agreement upon the giving of at least three months written notice of its intention to withdraw to each current party as well as the Office of Civil Defense for Butler County, the County Commissioners, County Sheriff and County Prosecutor.

(11) This Agreement shall become operative as to the undersigned party when deposited with the Office of Civil Defense for Butler County.

IN WITNESS WHEREOF, by reason of Resolution
(resolution, ordinance, etc.)
number 22-84 passed the 25th day of September, 19 84,
the Union Township Board of Trustees hereby authorizes
(Township Trustees, City Council, etc.)
the President of the Board of Trustees of Union Township, Butler
(title of authorized person) (Political Subdivision)
County, Ohio, to execute said Agreement.

This Agreement is executed this 25th day of September,
19 84, by John Boehner, President and Carlos Todd, Vice-President,
pursuant to the above-referenced authorization.

[Signature]
Authorized Signature

[Signature]
Authorized Signature

President
Title

Vice-President
Title

Accepted: Director, Office of Civil Defense
Butler County, Ohio

Date: 10/15/84

Deposited with
Butler County Prosecutor

By: Victoria Risher

Date: 10/15/84